

Cassian | University of Southern California (McCarthy Quad) | Los Angeles, CA | Sat, Apr 9, 2022

Daisy Hoffman | dhoffman@teamwass.com

THIS PERFORMANCE CONTRACT is dated Monday, January 24, 2022 by and between CASSIAN STEWART-KASIMBA ("COMPANY"), which shall furnish the services of Cassian ("ARTIST"), on the one hand, and 6AM GROUP, LLC and USC HOUSE & TECHNO CLUB STUDENT ORGANIZATION, jointly and severally (hereinafter individually and collectively referred to as "PURCHASER"), on the other hand, for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. ENGAGEMENT / VENUE:

VENUE: University of Southern California (McCarthy Quad) (the "Venue")
ADDRESS: McCarthy Quad
3607 Trousdale Parkway
Los Angeles, CA 90089
United States
DATE OF SHOW: Saturday, April 9, 2022
*Do Not Announce (the "Date of Engagement")
NO. OF SHOWS: 1
ARTIST TIME: 7:30PM-9:00PM
AGES: 18+

2. COMPENSATION:

\$ 3,000.00 guaranteed to ARTIST (the "Guarantee").
Flat Guarantee

3. PAYMENT TERMS:

PURCHASER shall pay \$ 1,500.00 (the "Initial Deposit") to WASSERMAN MUSIC, LLC no later than Tuesday, January 25, 2022
PURCHASER shall pay \$ 1,500.00 (the "Balance") to WASSERMAN MUSIC, LLC no later than Friday, March 18, 2022
All payments to be made to Wasserman Music, LLC hereunder shall be payable by bank wire to:
Wasserman Music, LLC JPMorgan Chase
ACCT: 712339560 New York, NY 10017
ABA: WIRE: 021000021 ACH: 322271627
SWIFT CODE: CHASUS33

The balance of the Guarantee shall be paid to Wasserman Music, LLC via wire transfer.

4. PRODUCTION:

Purchaser to provide and pay for all production requirements as set forth in Artist's rider attached hereto.

5. OTHER PROVISION(S):

SUPPORT: PURCHASER to remit payment for Support directly to SUPPORT ARTIST.
RADIUS RESTRICTION: ARTIST agrees not to perform within 50 miles of the performance venue for a period of 2 days prior to and 2 days following the performance date. Notwithstanding the foregoing, ARTIST has right to play any event as long as not publicly advertised or publicly announced.

6. BILLING:

100% Headline

10900 WILSHIRE BLVD, SUITE 1200

LOS ANGELES, CA 90024

(310) 407-0200

(310) 407-0200 FAX

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7. TICKET SCALING AND PRICES:

DESCRIPTION	QUANTITY	COMP	PRICE	TOTAL
Capacity	350	-	0.00	0.00
CAP: 350	TOTALS:	350	0	\$ 0.00 GROSS POTENTIAL
				\$ 0.00 NET POTENTIAL

8. DEDUCTIONS:

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL
	-- N/A --			\$ 0.00 DEDUCTIONS

9. TAXES:

TAXES	AMOUNT	TYPE	TOTAL
	-- N/A --		\$ 0.00 TAXES

10. CONTACT DETAILS:

ARTIST: **Cassian**
Cassian Stewart-Kasimba
1903 Griffith Park Blvd
Los Angeles, CA 90039

PROMOTER / PURCHASER: **6AM Group, LLC**
1342 N Highland Avenue
#7
Los Angeles, CA 90028
619-723-9205
Jia Wang
619-723-9205
jia@6amgroup.com

PURCHASER: **USC House & Techno Club Student Organization**

Joseph Nguyen
jnguyen9@usc.edu

CO-PROMOTER: **6AM Group, LLC**
1342 N Highland Avenue
#7
Los Angeles, CA 90028
619-723-9205
Marco Spalbuzzini
marco@6amgroup.com

11. SPECIAL PROVISIONS:

HOSPITALITY: Purchaser shall provide and pay for, at no cost to Artist, all hospitality requirements as set forth in Artist's rider attached hereto.

ARTIST COMPS: Purchaser shall allow Artist up to twenty (20) guests of Artist (excluding Artist, Artist's team, press, and production crew) to enter the Venue free of any charge and with AAA status on the Date of Engagement.

BILLING: 100% Headline Billing (Mutually Agreeable Billing).
Final Billing to be approved by Agent.

LINEUP: Cassian - TBD (Mutually Agreeable Set Time and Length, Lineup).
Final Lineup to be Approved by Agent.

12. JOINT AND SEVERAL LIABILITY:

6AM GROUP, LLC and USC HOUSE & TECHNO CLUB STUDENT ORGANIZATION are co-Purchasers for the Engagement hereunder, and as such, 6AM GROUP, LLC and USC HOUSE & TECHNO CLUB STUDENT ORGANIZATION agree to be and are jointly and severally liable for all terms, conditions, obligations and liabilities assumed and/or agreed to by Purchaser herein, and the

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acceptance by one of them of any terms and conditions under this Agreement shall constitute acceptance of same by the other. If either Purchaser breaches the Agreement, all Purchasers are considered to have breached the Agreement. Further, Company's and Artist's requests and notices to any one Purchaser constitute notice to all Purchasers. Notices and requests from any one Purchaser constitute notice from all Purchasers.

13. **ATTACHMENTS:**

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Tuesday, January 25, 2022.

PURCHASER

6AM Group, LLC
1342 N Highland Avenue
#7
Los Angeles, CA 90028
Federal Tax ID:

Signature:

Print Name:

Title/Position:

COMPANY

Cassian Stewart-Kasimba
1903 Griffith Park Blvd
Los Angeles, CA 90039
Federal Tax ID: 132-81-7755

Signature:

Print Name:

Title/Position:

USC House & Techno Club Student Organization

Federal Tax ID:

Signature:

Print Name:

Title/Position:

Joseph Nguyen
JOSEPH NGUYEN
FOUNDER, PRESIDENT

1. MATERIAL CHANGES:

Under no circumstances may the Purchaser change any material terms on the facing page of the Agreement, including, without limitation, scaling and Venue for the Date of Engagement without Agent's or Company's prior written consent. Artist's appearance on the Date of Engagement (hereinafter, the "Performance"), together with all other performances at the Venue on the Date of Engagement, is hereinafter collectively referred to as the "Event." Purchaser agrees to provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Event.

2. PROMOTION/NAME AND LIKENESS:

(a) Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every payment made hereunder prior to the Date of Engagement (each a "Deposit") is non-refundable. Contemporaneous with payment of each Deposit hereunder, Purchaser is being granted the limited right to immediately (and, as applicable, continue to) exploit Artist's approved name, image and logo (hereinafter, the "NIL Rights") solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto. Purchaser further acknowledges that the aforesaid grant of NIL Rights constitutes a value in consideration of the payment of any and all monies paid to Company hereunder prior to the Date of Engagement. Purchaser shall obtain the written approval of Company (e-mail is acceptable) over all announcements, advertisements and promotional material (including any flyer design) using the Artist's name, likeness, voice and/or logos prior to producing and/or disseminating any such materials. Purchaser shall not advertise the Performance prior to Purchaser's receipt of Agent's (on Company's behalf) written authorization to advertise the Performance.

(b) Without limiting the foregoing, there shall be no sponsorship branding on the stage on which the Performance takes place without Company's prior written approval, which may be withheld in Company's sole discretion.

3. COMPENSATION:

Purchaser warrants and represents that the ticket scaling and fee information provided is accurate and will not be changed without Company's prior written consent in each instance. Purchaser acknowledges and agrees that Company is acting in reliance on the ticket scaling and fee information contained in the confirmed offer.

4. RECORDING:

Purchaser warrants that Purchaser shall not, nor shall Purchaser, authorize others to photograph, video tape, record or otherwise reproduce Artist's likeness or image in any manner, nor shall Purchaser record (in any medium) or broadcast (via any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of the Performance without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable.

5. CANCELLATION:**5.1 Company Cancellation of Performance:**

In the case of a government-mandated COVID cancellation, both parties will make best efforts to reschedule for a mutually agreeable date.

(a) Without prejudice to any rights, claims or remedies Company may have under this Agreement at law or in equity, in the event that Purchaser breaches any term of this Agreement and fails to cure as hereinafter provided, Company shall have the right to (i) immediately cancel this Agreement; (ii) not perform at the Event; and (iii) retain all Deposits and other advance monies paid to Company hereunder prior to such termination. Such breaches include, but are not limited to, the following:

(i) Purchaser does not make timely payment to Agent any amount due as set forth on the Facing Page(s), of this Agreement herein above or otherwise materially breaches the terms of this Agreement, including, without limitation, as contained in the paragraphs titled "Compensation" and "Payment Terms," respectively, of the Facing Page(s), or fails to perform any material obligation required of Purchaser hereunder;

(ii) On or before the Date of Engagement, Purchaser has failed, neglected or refused to perform any contract with any other performer for any engagement and, following receipt of Company's written demand therefor, Purchaser fails to promptly make full payment of the Guarantee due hereunder; or

(iii) Agent, in its sole discretion, determines that Purchaser is unable to pay its debts as they become due in the ordinary course of business; or

In the case of a USC-mandated COVID program adjustment, both parties will make best efforts to reschedule for a mutually agreeable date.

Purchaser Initials

Company Initials

(iv) A voluntary or involuntary bankruptcy petition is filed by or against Purchaser, Purchaser goes into compulsory liquidation, makes an assignment for the benefit of creditors, is in receivership or makes any composition with creditors.

5.2 Purchaser Cancellation of Performance:

If, for any reason (including, without limitation, a cancellation under paragraph 5.3 herein below), Purchaser cancels the Performance following the confirmation of the offer, Purchaser shall remain liable to Company for the full amount of the Guarantee due hereunder.

5.3 Cancellation of the Performance due to Force Majeure Event:

(a) A "Force Majeure Event" shall include, but not be limited to: the occurrence of an event beyond the reasonable control of Purchaser and/or Company/Artist that renders the performance of such party's obligations and/or the Performance or Event impossible, infeasible, or unsafe including, without limitation, acts or regulations of public authority; governmental or court ordered laws, regulations, requirements, orders or actions including those related to communicable diseases, epidemics, pandemics or other dangers to public health; fire; civil disorder; labor dispute; adverse weather; disability or illness or injury or death to Artist or its crew member, immediate family member or close personal friend; interruption; failure or delay of transportation or technical facilities or utilities war; act of public enemy or terrorism; or Acts of God.

(b) In the event of cancellation due to a Force Majeure Event, the parties shall be fully excused of their obligations, there shall be no claim for damages relating thereto, and each party shall be responsible for its own respective expenses.

(c) Notwithstanding the foregoing, in the event that the Performance is cancelled due to a Force Majeure Event and Artist is ready and willing to perform, Company shall be entitled to retain or receive, as applicable, within ten (10) days of the cancelled Date of Engagement, one hundred percent (100%) of the guarantee.

6. SECURITY, SAFETY AND INSURANCE:

6.1 Purchaser shall be responsible for providing (or causing the Venue to provide) reasonable, adequate and industry standard security personnel for the presentation of the Event to ensure the safety of Artist, its crew, personnel, equipment and audience members.

6.2 Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage in connection with the Event and shall name Company, Artist, and Agent as additional named insureds in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence (but in no event in amounts less than the limits require by the venue) and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the Artist rider, if any).

6.3 Purchaser hereby agrees to defend, indemnify and hold Company, Artist, Agent and their contractors, employees, licensees, designees and agents (individually and collectively, the "Artist Indemnitees") harmless from and against any loss, damage or expense including reasonable attorneys' fees incurred or suffered by or threatened against the Artist Indemnitees in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, entity or corporation as a result of or in connection with the Engagement, which claim does not result directly from the gross negligence or willful misconduct of Artist and/or Company's employees, contractors, licensees, designees or agents.

7. DEFAULT, NOTICE AND CURE:

7.1 Except as otherwise expressly set forth herein, neither party to this Agreement shall be deemed to be in breach of any of its obligations hereunder unless the party not in breach serves specific written notice of such alleged breach upon the party in breach and the party in breach shall have failed to cure such breach, if any, within five (5) business days following receipt of such written notice (but in no event later than 5:00 p.m. EST on the date that is three (3) business days prior to the Date of Engagement hereunder).

7.2 All notices to be given to either party hereto shall be in writing and shall be delivered to the email addressee set forth in the facing pages of this Agreement.

8. MISCELLANEOUS:

8.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

Purchaser Initials

Company Initials



8.2 This contract shall be governed by and construed under the laws and judicial decisions of the State of California. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of California (state and federal) located in Los Angeles County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by Company and/or Artist.

8.3 All rights not expressly granted herein are reserved to Company and Artist.

8.4 Purchaser hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Company or Artist hereunder or under any other agreement between Company or Artist and Purchaser.

8.5 Purchaser represents and warrants that Purchaser is the responsible party for making all payments hereunder and has sufficient funds, financing and/or insurance to honor all of Purchaser's obligations hereunder.

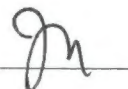
8.6 Additional riders supplied by Company, including, without limitation, Artist's technical and hospitality riders (individually and collectively, the "Artist Rider") are annexed hereto and made a part hereof.

8.7 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

8.8 Purchaser may not transfer or assign this Agreement or any rights, interests or obligations without the prior written consent of Company. Any assignment in violation of this paragraph 8.8 shall be void.

Purchaser Initials

Company Initials



CASSIAN

Cassian - DJ - Rider 2022

Contact: Justin Seiser j@nowucme.com +1.714.514.7465

CASSIAN - DJ RIDER 2022

The provisions of this rider are an integral part of the performance agreement. The artist reserves the right to recuse to act if the technical requirements are not met as per the rider on the day of the show. If you are not able to supply the required equipment, or have any questions about this document, please contact the Booking Agent at minimum 14 days prior to the performance date.

Booking Agent
(not touring)

Latane Hughes
lhughes@teamwass.com

MGMT
(not touring)

Tavi Shabestari
t@nowucme.com

Tour Manager

Justin Seiser
j@nowucme.com
+1.714.514.7465

CASSIAN

Cassian - DJ - Rider 2022

Contact: Justin Seiser j@nowucme.com +1.714.514.7465

1. TOURING PARTY

Cassian Stewart-Kasimba

CASSIAN

Justin Seiser

Tour Manager

j@nowucme.com

Vocal Guests may join as notified in advance

2. TECHNICAL SPECIFICATIONS

The Purchaser agrees to provide a professional sound system with the specifications set out as follows:

- The sound system shall be set up and tested to be in complete working order before the arrival of the Artist. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (115 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (VDOSC, EV, EAW, Turbosound, Nexo, Meyer, JBL). The system shall include appropriate amplification, cables, all necessary rigging hardware, etc. The number of speakers will depend on the type of speaker and size of venue. Estimated total power capacity in Watts = Venue capacity x 10.
- **MONITOR SYSTEM:** 2 x appropriately sized and powered monitors hooked up to the ***'monitor out ' of the mixer*** (important) NOT daisy chained to the master outputs. Stereo monitor speakers must be connected to the mixer so Artist can control the volume.
- Additional requirements are as follows (if applicable).

The Purchaser shall provide the following **backline** to the ARTIST:

- 1x table (at least 6 feet in length x 3 feet width)
- 1x power strip
- 2x stage monitor
- 1x Pioneer DJM900NXS2 mixer
- 3x Pioneer CDJ3000
- 1x Link cable for connecting CDJ's
- 1x Microphone

VISUAL ASSETS

- Visuals to be used by in-house VJ exclusively for CASSIAN's set. Visuals must not be used for any other purpose other CASSIAN's set. <https://www.dropbox.com/sh/1twwqc4yi0cresh/AAeUFfbKkBGZz8fcPu4KHlUa?dl=0>
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CASSIAN

Cassian - DJ - Rider 2022

Contact: Justin Seiser j@nowucme.com +1.714.514.7465

3. ACCOMMODATIONS

- In the event accommodations are included in the deal, all hotel accommodations proposed by the Purchaser shall be subject to Artist's prior written approval. All hotels must be of a 5-star standard and rates shall be inclusive of room rate, tax, and breakfast and NEVER AT AN AIRPORT HOTEL. All accommodations are to be prepaid by the Purchaser prior to the engagement. The Artist is only responsible for incidentals (mini bar, phone, room service etc). Please note the hotel MUST have high-speed internet access in the rooms.
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4. PARKING/GROUND TRANSPORTATION

- (a) The Purchaser shall provide at their cost ample secured and reserved parking for Artist and crew vehicles, with direct access to the stage door for a period commencing at load in and continuing until up to four hours following the performance.
 - (b) In the event that the Artist is flying to the performance, the Purchaser shall provide all ground transportation. Ground transportation shall be defined as the following: pick-up at airport and drop-off at hotel, pick-up at hotel and drop-off at venue, pick-up at the venue following the performance and drop-off at the hotel, pick-up at the hotel the day following the performance and drop-off at airport. All car journeys MUST be with a first-class car service/driver/taxi booked and pre-paid by the promoter. On all car journeys the only people to be in the car are the driver, the artist and the promoter. On all car journeys over 90 minutes, pillows and car models are to be provided. Purchaser shall maintain motor vehicle liability insurance covering all owned, non-owned and hired vehicles.
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5. ARTIST GUEST LIST

- The Purchaser shall not limit the Artist to fewer than twenty (20) guests. If the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles, the Artist shall receive no less than thirty (30) guests. In the event that the Artist receives seventy-five percent (75%) special guest billing (subject to Artist's approval), Artist shall receive no less than ten (10) guests under any circumstances, provided that if the show is in New York City, Montreal, Toronto, Chicago, San Francisco or Los Angeles Artist shall receive no less than fifteen (15) guests. All promoter/venue comps must be approved by Artist. Artist reserves first choice of seats to hold for the Artist's band, record company, and other third parties reasonably designated by Artist.
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Note: Please contact the agent a minimum of 14 days before show if any of the above will not be available to the artist.

CASSIAN

Cassian - DJ - Rider 2022

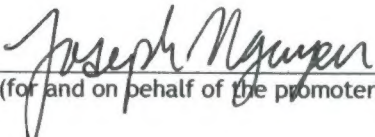
Contact: Justin Seiser j@nowucme.com +1.714.514.7465

SIGNED

(for and on behalf of the artist)

DATE ____ / ____ / ____

SIGNED


(for and on behalf of the promoter)

DATE 02 / 03 / 2022
